

AG Contract No. KR00 1783TRN  
ADOT ECS File No. JPA 00-149  
Project No TEA-HOL-0(1)P  
TRACS No SL427 01C  
Project: Holbrook Train Depot Restoration

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF HOLBROOK

THIS AGREEMENT is entered into 29 November, 2000,  
pursuant to the provisions of Arizona Revised Statutes Section 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION,  
(the "State"), and the CITY OF HOLBROOK, acting by and through its MAYOR and CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

=====

NO 24339  
Filed with the Secretary of State  
Date Filed: 11/29/00

Betsy Bayless  
Secretary of State

By Vicky J. Gurnewald

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended

6. The work embraced by this agreement and the estimated cost is as follows: Construct Pedestrian Facility Improvements.

Construction (SL427 01C)	
Estimated Construction Cost	\$323,500.00
Federal Aid Funds (CAP)	\$280,000.00
Holbrook City Funds	\$ 43,500.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, with the aid and consent of FHWA and the City will proceed to construct the project; such project to be performed, completed, accepted and paid for in accordance with the approved plans and specifications. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to for any expenditure in excess of the estimates herein.

2. Prior to construction, the City shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

3. The City shall acquire, without cost to the State, any necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide maintenance unless assumed by another governmental entity.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements

3. This agreement shall become effective upon filing with the Secretary of State

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Holbrook  
Community Development Director  
PO Box 970  
Holbrook, AZ 86025

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF HOLBROOK

By   
VICK BORK  
Mayor

STATE OF ARIZONA  
Department of Transportation

By   
CATHERINE J. HEGEL  
Contract Administrator

ATTEST

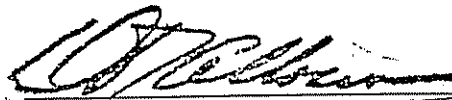
By   
FERN LARSON  
City Clerk

6sep

RESOLUTION

BE IT RESOLVED on this 24th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Holbrook for the purpose of defining responsibilities for the construction of improvements to the Holbrook Train Depot.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director



## CITY OF HOLBROOK

465 First Avenue  
P.O. BOX 970  
Holbrook, AZ 86025

Telephone: (520) 524-6225

FAX (520) 524-2159

E-Mail: holbrookcity@ci.holbrook.az.us

### CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE HOLBROOK CITY COUNCIL MEETING HELD ON THE 3RD DAY OF OCTOBER 2000. THE ORIGINAL OF WHICH ARE ON FILE IN MY OFFICE.

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FERN E. LARSON, CITY CLERK

reinstating the way the Petitions from the Public were handled in the past.

## REPORT OF OFFICERS

(Item #A).

Councilman Harmon, Councilman Simmons, Councilwoman Gray, Vice Mayor Holden and Mayor Bork each gave a brief report on the sessions they attended at the annual League of Cities and Towns Conference held in Prescott on September 26-29th.

Councilman Berry reported that last week he and Councilman Font attended a meeting chaired by Secretary of State Betsey Bayless regarding the numerous propositions on this year's ballot. He encouraged everyone to study these propositions and know what they were voting for or against.

Councilman Berry also read into the record a letter from the Attorney General's Office stating that they would not pursue further action regarding an alleged open meeting law violation at the May 9<sup>th</sup> Council meeting.

Councilwoman Gray reported that she attended a Navajo County Community Assessment meeting at Northland Pioneer College last Saturday and would make the information she received available upon request.

Councilman Simmons reported that he and Vice Mayor Holden attend the quarterly meeting of the Navajo and Apache Counties Mayors and Council Members Association in Eagar yesterday. The main topic of discussion was phone service and Internet service in the rural areas.

(Item #B).

1 Manager Hatch advised that staff has received a letter from the National Flood Insurance Program advising the City has been increased to a Class 8 in their rating

1 Medical Center property situation have been completed Staff is continuing to  
2 facilitate this transaction between the parties.

3 7. Manager Hatch gave a brief report on the status of the three standing committees of  
4 the City; the Planning and Zoning Commission, the Historic Preservation  
5 Committee, and the Cemetery Committee. Mayor Bork asked staff to notice the  
6 Council on all meetings of these committees.

7 CLAIMS:

8 Vice Mayor Holden made a motion to approve the claims in the amount of \$268,147.99.  
9 Councilman Harmon seconded the motion. After clarification on claims for White  
10 Mountain Regional, Thomas Sample, and two levee condemnation disbursements, the  
11 Mayor called for the question and the motion carried unanimously.

12 OLD BUSINESS.

13 (Item #A).

14 Mayor Bork presented Ordinance No 00-06, captioned as follows, for second reading:

15 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF  
16 HOLBROOK, ARIZONA, AMENDING THE HOLBROOK CITY CODE BY  
17 AMENDING CHAPTER 7, ARTICLES 7-2, 7-3, 7-4, 7-5, 7-6, 7-7 OF THE  
18 HOLBROOK CITY CODE RELATING TO ADOPTION OF THE  
19 CURRENT EDITIONS OF THE UNIFORM BUILDING CODES.

20  
21 Councilman Simmons moved to approve Ordinance No. 00-06, as presented.

22 Councilman Harmon seconded the motion. A roll call vote was held with the following  
23 results: Councilman Font, "aye"; Councilwoman Gray, "aye"; Councilman Simmons,  
24 "aye"; Councilman Harmon, "aye"; Councilman Berry, "aye"; Vice Mayor Holden, "aye";  
25 and Mayor Bork, "aye".



1 West End Liquor, 1101 West Hopi Drive The motion was seconded by Councilman  
2 Harmon and carried unanimously

3 (Item #C)

4 Upon recommendation of staff and review by the City Attorney, Councilman Berry  
5 moved to approve the intergovernmental agreement with ADOT for the Railroad Depot  
6 grant. The motion was seconded by Councilman Font and carried unanimously.

7 (Item #D).

8 Upon recommendation of staff, Vice Mayor Holden moved to reject all bids for the  
9 asbestos pipe removal and disposal at the Old Courthouse. The motion was seconded  
10 by Councilman Simmons and carried unanimously

11 (Item #E).

12 Upon recommendation of staff, Vice Mayor Holden moved to reject all bids for the  
13 replacement pipe and fittings at the Old Courthouse. The motion was seconded by  
14 Councilman Simmons and carried unanimously.

15 (Item #F).

16 Councilman Berry moved to award the bid for materials and installation of fog seal to  
17 the low bidder, Copperstate Emulsions. The motion was seconded by Councilman  
18 Harmon, and after discussion, carried unanimously.

19 (Item #G).

20 Manager Hatch presented a request from Holbrook Main Street and the Holbrook  
21 Chamber of Commerce for participation in their banner program. Main Street Director  
22 Vickie Gentry outlined the program and explained that the City's participation would be  
23 \$3216.00

1 of Apache Drive north of the river to Alvarado Street for Council consideration at the  
2 next regular meeting. The motion was seconded by Councilman Harmon and carried  
3 unanimously

4 (Item #K)

5 Manager Hatch presented a request for abandonment of Second Street in the Holbrook  
6 Heights Subdivision. The City has not maintained this roadway and it is currently being  
7 used as a private driveway into the Heward House bed and breakfast. Attorney Brown  
8 recommended that staff contact the other property owners effected by this proposal to  
9 see if they are in favor of the abandonment. Councilman Berry moved to instruct  
10 Attorney Brown to draft an ordinance to abandon the portion of Second Street  
11 requested by the property owners for Council consideration at the next regular meeting.  
12 The motion was seconded by Vice Mayor Holden and carried unanimously. The  
13 remainder of the street can be abandoned after the other property owners have been  
14 contacted if they so desire.

15 (Item #L).

16 Councilmen Berry and Font volunteered to represent the City at joint facilities work  
17 sessions with the Holbrook Unified School District. Vice Mayor Holden moved to  
18 appoint Councilman Berry and Councilman Font. The motion was seconded by  
19 Councilman Harmon and carried unanimously.

20 (Item #M).

21 Manager Hatch presented a letter of interest from Joe and Valarie Alley and a request  
22 to purchase Parcel #3 in the Holbrook Business Park for \$6,000 an acre (\$9600 00  
23 total) which is what the property in the Park has sold for in the past. Mr. Alley outlined

APPROVAL OF THE HOLBROOK CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF HOLBROOK and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 3<sup>rd</sup> day of October, 2000.

  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX. AZ. 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646  
MAIN PHONE: (602) 542-5025  
FACSIMILE: (602) 542-4085

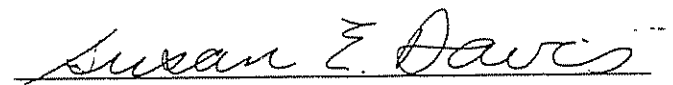
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-1783TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED November 17, 2000.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:et/656387

Enc.